



First PREMIER Bank

Member FDIC

TRUTH IN SAVINGS DISCLOSURE

PO BOX 1348
SIOUX FALLS, SD 57101-1348
FEBRUARY 7, 2024

Visit firstpremier.com for a listing of all First PREMIER Bank locations.

TRUTH IN SAVINGS DISCLOSURE

FREE+ CHECKING

This is an interest-bearing transaction account.

Rate Information: This account is an interest-bearing account. The interest rate and annual percentage yield are included in the Deposit Account Rates Schedule. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account daily. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$50.00 to open this account; after account opening no minimum balance is required.

Account Fees: There is no Monthly Maintenance Fee for the FREE+ Checking account. See Other Account Fees for additional charges.

REWARD CHECKING

Reward Checking comes with extra benefits for those that maintain a total monthly deposit relationship of \$15,000 or greater. Rewards include: reward rate on CD's, free single or duplicate customer checks, free cashier checks and free automated transfers. Rewards cannot be combined with other special offers or coupons. This account is an interest-bearing transaction account with tiered rates based upon account balance.

Rate Information: This account is an interest-bearing account. The interest rate and annual percentage yield may change and will depend upon the daily balance in the account as shown on the Deposit Account Rates Schedule. At our discretion, we may change the interest rate on the account daily. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must maintain a monthly average deposit relationship of \$15,000 or greater to be eligible for this account. Minimum Deposit balance requirement may include ownership of one or a combination of First PREMIER Bank checking, savings and/or CD's. If you fall below the monthly average deposit relationships of \$15,000, you will be notified, your reward benefits will be discontinued, and your account will be changed to a FREE+ Checking account.

Account Fees: There is no Monthly Maintenance Fee for Reward Checking Account. See Other Account Fees for additional charges. Free automated transfers. Check orders are free.

REGULAR SAVINGS

This is an interest-bearing account with transaction limits.

Rate Information: This account is an interest-bearing account. The interest rate and annual percentage yield are included in the Deposit Account Rates Schedule. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account daily. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$50.00 to open this account. Withdrawals are generally limited to six (6) during any (1) calendar month. You may make an unlimited number of withdrawals when made in person, by mail, or at an automated teller machine (ATM).

Account Fees: If the monthly withdrawal limit is exceeded an "Excess Transaction Fee" of \$1.00 for each excess withdrawal will be assessed. See Other Account Fees for additional charges.

KID'S CLUB SAVINGS

This is an interest-bearing club account for infants through 12 years old. At age 13, account will roll into a First PREMIER Regular savings account.

Rate Information: This account is an interest-bearing account. The interest rate and annual percentage yield are included in the Deposit Account Rates Schedule. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account daily. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$50.00 to open this account. Withdrawals are generally limited to six (6) during any one (1) calendar month. You may make an unlimited number of withdrawals when made in person, by mail, or at an automated teller machine (ATM).

Account Fees: If the monthly withdrawal limit is exceeded an "Excess Transaction Fee" of \$1.00 for each excess withdrawal will be assessed. See Other Account Fees for additional charges.

PREMIER MONEY MARKET (PERSONAL OR BUSINESS)

This account is an interest-bearing savings account with transaction limitations and tiered interest rates based upon account balance.

Rate Information: This account is an interest-bearing account. The interest rate and annual percentage yield may change and will depend upon the daily balance in the account as shown on the Deposit Account Rates Schedule. At our discretion, we may change the interest rate on the account daily. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies to a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$500.00 to open this account; after account opening no minimum balance is required. Withdrawals are generally limited to six (6) during any one (1) calendar month. You may make an unlimited number of withdrawals when made in person, by mail, or at an automated teller machine (ATM).

Account Fees: If the monthly withdrawal limit is exceeded an "Excess Transaction Fee" of \$1.00 for each excess withdrawal will be assessed. See Other Account Fees for additional charges.

INDIVIDUAL RETIREMENT ACCOUNTS

You may put your IRA funds in the following accounts:

- IRA Savings, or
- Certificate of Deposit – 30 days to 72 months

IRA SAVINGS

This is a limited transaction; interest-bearing account available for a liquid tax deferred IRA. No penalty for early withdrawal (a federal tax of 10% may apply if withdrawn before age 59 ½).

Rate Information: This account is an interest-bearing account. The interest rate and annual percentage yield are included in the Deposit Account Rates Schedule. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account daily. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$50.00 to open this account. Withdrawals are generally limited to six (6) during any one (1) statement month. You may make an unlimited number of withdrawals when made in person, by mail, or at an automated teller machine (ATM).

Account Fees: If the monthly withdrawal limits are exceeded an "Excess Transaction Fee" of \$1.00 for each excess transaction will be assessed. See Other Account Fees for additional charges.

CERTIFICATE OF DEPOSIT

This is an interest-bearing account.

Rate Information: This account is an interest-bearing account. The interest rate and annual percentage yield are included in the Deposit Account Rates Schedule. The interest and annual percentage yield will not change for the term of the account. The interest rate will be in effect for 30 days to 72 months depending on the term selected and noted on your certificate.

Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example checks). Interest will be compounded annually (or at maturity if terms are less than 12 months) and will be credited to the account annually (or at maturity if terms are less than 12 months).

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Limitations: You must deposit \$500.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals, other than interest from your account until the maturity date.

Time Account Information: Your account will mature on the date stated on your certificate. If you withdraw any of the principal before the maturity date, we may impose a penalty of interest and/or principal on the amount withdrawn depending on the original maturity of the certificate of deposit. For maturity 3 months up to 12 months, the penalty is the equivalent of 90 days interest and for maturities equal to or greater than 12 months, the penalty is the equivalent of 180 days interest. The penalty may be waived in certain circumstances such as in the case of death or disability, or for minimum distributions from an IRA. You may obtain the account with or without an automatic renewal feature. You must tell us what kind of account you want before the account is opened. If you select your account to automatically renew, your account will automatically renew at maturity. You will have 10 days after the maturity date to withdraw the funds without a penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term. If you do not select the automatic renewal option, the account will not renew at maturity. If you do not renew the account, your funds will not continue to accrue interest after maturity.

FUNDS AVAILABILITY POLICY DISCLOSURE

Your ability to withdraw funds at First PREMIER Bank.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit.

However, funds from electronic direct deposits, with the exception of International ACH Transactions, will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours for different locations. Our cut-off hours are as follows:

(All times in Central Time Zone)

5:30 p.m. All Sioux Falls and Watertown Locations

4:30 p.m. Castlewood – 202 E. Main

3:00 p.m. Kranzburg – 102 Dakota

4:00 p.m. Lake Norden – 503 Main Ave

5:30 p.m. Madison - 202 NW 2nd St.

3:30 p.m. (5:30 p.m. Fridays) Wakonda – 115 Ohio St.

6:00 p.m. First PREMIER Bank Mobile Deposits

If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Financial institutions are required by law to scrutinize and verify any International ACH Transactions (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause First PREMIER Bank to temporarily suspend or delay processing of an IAT and potentially affect the posting, settlement and/or availability of such payments.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Holds On Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Deposits at Automated Teller Machines. Cash deposits made at the following ATM locations will be immediately available: In Sioux Falls: 500 S. Minnesota Avenue, 6010 S. Minnesota Avenue, 6701 W. 41st Street, 3401 S. Kiwanis Avenue, 536 N. Sycamore Avenue. In Watertown: 824 34th Street S.E.. In Madison: 202 NW 2nd Street Madison, SD. Funds from deposits (cash or checks) made at First PREMIER Bank automated teller machines (ATMs) prior to 2:00 pm will not be available until the first business day after the day of your deposit. Deposits made after 2:00 pm will not be made available until the second day after the day of your deposit.

PREMIER owns and operate ATMs at the following locations: In Sioux Falls: 500 S. Minnesota Avenue, 6010 S. Minnesota Avenue, 6701 W. 41st Street, 4001 W. Benson Road, 3401 S. Kiwanis Avenue, 4000 S. Southeastern Avenue, 536 N. Sycamore Avenue. In Watertown: 824 34th Street S.E. In Madison: 202 NW 2nd Street. Visit firstpremier.com for additional locations. Your Debit Mastercard® is also good at any MoneyPass®, Maestro® or PULSE® ATM Worldwide.

Special Rules for New Accounts. If you are a new customer, the following special rules may apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on FIRST PREMIER BANK will be available on the first business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

SUBSTITUTE CHECK POLICY DISCLOSURE

Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits credit unions and banks to replace original checks with "substitute checks". These checks are similar in size to

original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at First PREMIER Bank, Attention: Customer Care, P.O. Box 1348, Sioux Falls, SD, 57101-1348, (605)357-3002 or 800-501-6535 or within your secure Online/Mobile Banking. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- Either a copy of the Substitute Check or the following information: the check number, the name of the person to whom you wrote the check, and the amount

of the check).

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the First PREMIER Bank. The abbreviation "PIN" or word "code" means one or more personal identification numbers issued to you, or your online banking password. The word "card" means your First PREMIER Bank Mastercard® Debit Card.

Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from your employer or other financial institutions to your checking or savings account,
- Accept direct deposits from the U.S. Treasury Department to your checking or savings account,
- Pay certain recurring bills from your checking or savings account, or
- You may arrange for us to complete one-time ACH transfer to or from your deposit account. These are in addition to other transfers identified in this disclosure.

Fees and Charges:

- We do not charge for any preauthorized EFTs or ACH transfers.
- We will charge \$34.00 for each stop-payment order for preauthorized transfers.

24 Hour Telephone Banking

No matter what time of day or night, First PREMIER's Bank-By-Phone gives you access to your money virtually 24 hours a day, seven days a week. In Sioux Falls 335-CALL (2255), Outside Sioux Falls 1-800-315-6350.

Audio Response Services: You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. You may use the system to:

- Transfer funds between your deposit accounts.
- Obtain balance information on your deposit accounts.
- Determine if a particular check has cleared your account.
- Access loan payment and interest information.

Limitations on Frequency and Amount:

- There are no limits on the number or dollar amount of inquiries, transfers or

withdrawals you may make per day.

Fees and Charges for Audio Response Transactions:

- We do not charge for any Audio Response Transactions.

Other EFT Transactions. You may access certain account(s) you maintain with us by other EFT transaction types as described below.

- **Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.
- **Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your card, PIN or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us within your secure Online/Mobile Banking, call (605) 357- 3002 or 800-501-6535 or write us at First PREMIER Bank, P.O. Box 1348, Sioux Falls, SD 57101-1348. You should also call the number or write this address if you believe a transfer has been made

using the information from your check without your permission.

Illegal Transactions. You may not use your account, card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Business Days. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Federal Holidays are not included.

Documentation

- **Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.
- **Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (605) 357-3002 or 800 501-6535 to find out whether or not the deposit has been made.

Our Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions about Your Electronic Transfers. Notify us within your secure Online/Mobile Banking, telephone us at **(605) 357-3002 or 800-501-6535**, or write us at **First PREMIER Bank, P.O. Box 1348, Sioux Falls, SD 57101-1348** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

Personal Identification Number (PIN). The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Termination. You agree that we may terminate this Agreement if:

- You or any authorized user breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your

card, PIN or code;

- We notify you or any other party to your account that we have canceled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Preauthorized Electronic Fund Transfers

- **Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Notify us within your secure Online/Mobile Banking, call us at the telephone number set forth above or write to us address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$34.00 for each stop payment order you give.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- **Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. We reserve the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

DEPOSIT ACCOUNT AGREEMENT

INTRODUCTION. In this Deposit Account Agreement, each and all of the depositors are referred to as "you" and "your". First PREMIER Bank is referred to as "we", "our", and "us". This Deposit Account Agreement contains the terms and conditions governing your deposit accounts with us. As used in this document, the term "Agreement" means this document, the signature card, a Deposit Account Rates Schedule (hereinafter called the "Schedule"), Truth in Savings Disclosures, a Funds Availability

Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, Time Certificate of Deposit, and Confirmation of Time Deposit, as applicable. Each of you signing or electronically accepting the signature card for a deposit account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, at our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time an account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of this Agreement or your obligation to be bound by this Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

DEPOSIT ACCOUNTS. From time to time, we may offer, or you may open a variety of deposit accounts. Each such account (the "account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple accounts, you may receive Schedule information for each Account, but this Agreement will cover all your accounts with us. Each of you will be jointly and separately liable to us for debit balances in the account, including without limitation overdrafts and account charges, and jointly and separately promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

INTEREST. If your account earns interest, the following information applies: **(A) Payment of Interest.** We will pay interest at the interest rate specified on the Schedule, which does not reflect compounding. The Truth in Savings Disclosure also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. **(B) Minimum Balance Requirements.** This Disclosure may specify a minimum balance that you are required to maintain in your account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your account and/or may charge a fee for that period. **(C) Initial Interest Rate.** The initial interest rate is the rate of interest that we will pay on the specified balance in your account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.). **(D) Interest Compounding and Crediting.** Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your account. **(E) Interest Accrual.** We may accrue interest on your account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the account, is called accrued unpaid interest. **(F) Changes.** We have the right to change the rates and fees. We also reserve the right to change any other term of this Agreement at our sole discretion.

FEES AND CHARGES. Subject to applicable law, you agree to pay us the fees and charges shown in this Disclosure as are applicable to your account or for other services performed by us. You agree to the fees and charges that may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account

BALANCE METHODS. As used in this Agreement, the "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account

each day.”

DEPOSIT RULES. The following terms apply to deposits made to your account: **(A)**

Endorsements. You authorize us to accept transfers, checks, and other items for deposit to your account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. **(B) Final Payment.** All non-cash items (for example, checks) deposited to your account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your account. **(C) Direct Deposits.** The Electronic Funds Transfer Agreement and Disclosure provided to you reflects our policies relating to electronic funds transfers. If any amount deposited to your account by direct deposit from the U.S. Treasury Department must be returned to the Treasury Department for any reason, you authorize us to deduct the amount from your account as provided in the Final Payment paragraph above. **(D) Crediting of Deposits.** The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds.

WITHDRAWAL RULES. The following terms apply to withdrawals from your account:

(A) Manner of Withdrawal. You may make withdrawals from your account in any manner that is permitted by us for the type of account that you have opened. Withdrawals by mail will be posted to your account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your account may be restricted as provided in this Agreement, or by applicable law. **(B) Withdrawal Restrictions and Overdrafts.** We may, but do not have to, pay transactions or withdrawal requests from this account if you do not have enough funds to cover the full amount of the transaction (this is called an overdraft).

- We do not authorize and pay ATM transactions or one-time debit transactions unless you opt in. If you opt in, we will establish an overdraft limit and may, in our sole discretion, pay overdrafts up to the limit.
- We may pay overdrafts for checks and other transactions made using your checking account even if you do not opt in.

If we pay an overdraft, we will charge an NSF Fee for each transaction that overdrafts

the available balance in your account. We also charge a continuous Overdraft Charge if your account remains overdrawn; you can avoid this fee by depositing sufficient funds to cover the negative balance by the end of the next business day (see Fee Schedule for additional details about these charges). It is possible for your account to be overdrawn as a result of the assessment of a fee. Just because we pay an overdraft once does not mean we will pay any future overdrafts. We will apply credits in accordance with our Funds Availability Policy and may apply debits to your account in any manner that we choose. Transactions may not be processed in the order in which they occur. The order in which transactions are received and processed may impact the total amount of fees incurred. We also offer optional overdraft protection. Information about overdraft protection is set out in Section (C) Overdraft Protection.

(C) Overdraft Protection. To help prevent overdrafts and avoid the fees described in paragraph (B), above, you may sign up for our overdraft protection. This is how overdraft protection works. First you link a deposit account or an eligible line of credit (the linked accounts) to this account. You can have multiple linked accounts. Then, if you do not have sufficient funds in this account to cover a transaction, we will transfer available funds from the linked account(s) in the order you linked them to cover the overdraft. You can contact us at 1-800-501-6535 if you want to change the order of your linked accounts. As long as there are sufficient funds in your linked accounts to cover an overdraft, you will avoid the NSF Fees and continuous Overdraft Charges outlined in paragraph (B) Withdrawal Restrictions and Overdrafts. Each time we transfer funds, we may charge an Overdraft Protection Transfer Fee. If the funds in the linked account(s) are not sufficient to cover the overdraft, we will transfer the funds available and we may charge the Overdraft Protection Transfer Fee in addition to the NSF Fee and the continuous Overdraft Fee.

Even if you choose overdraft protection, we may refuse to pay an overdraft at any time. This is true even though we may have previously transferred funds from the linked accounts to pay overdrafts.

Transfers from Deposit Account. We may charge an Overdraft Protection Transfer Fee for each transfer. Unless you request otherwise, the amount of each overdraft transfer from a deposit account will be in \$50 increments or the total amount available if less than \$50. For example, if your overdraft is \$75, we will transfer \$100 from the linked account. Deposits to your linked account may not be immediately available for overdraft transfer. Each transfer from your savings account counts as one of the six limited transactions you are allowed to make each month from your savings account.

Transfers from a Line of Credit. We may charge an Overdraft Protection Transfer Fee for each transfer in addition to the fees and finance charges charged under the terms of your line of credit agreement. Unless your line of credit agreement specifies otherwise, we will transfer amounts in \$300 increments up to your available credit or the amount available if less than \$300. For example, if your overdraft is \$40, and your linked line of credit has \$30 in available credit, we will transfer the funds and the Overdraft Protection Transfer Fee will apply. Advances from your linked line of credit will be subject to the terms and conditions of your line of credit agreement. Please see your Line of Credit agreement for additional details.

(D) Notice Requirements. Federal regulations require us to retain the right to require you to give at least seven (7) days' notice in writing prior to any intended withdrawal

from a savings, or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. **(E) Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and the number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS described below. You agree that we may return a postdated check to the presenter. **(F) Power of Attorney.** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. **(G) Signatures.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it. **(H) Preauthorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. **(I) Check Legends.** We may disregard information on any check or item other than the signature of the

drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends.

STALE CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you.

SAVINGS ACCOUNTS. The following terms apply to withdrawals from your savings or money market deposit accounts. **(A) Transfers and Withdrawals.** You are limited to six (6) transfers and/or withdrawals during a statement cycle. The following transfers do not count toward your limit: (1) transfers from a savings account or money market account to repay any accounts owed to First PREMIER Bank for loans and associated expenses; (2) transfers made by mail, messenger, ATM or in person, or; (3) withdrawals authorized by you via telephone or online if the funds are mailed by check. Once a savings account or money market account has exceeded the regulatory limits, First PREMIER Bank will notify you and may convert the account to a transaction type account. **(B) Excess Transactions.** If you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, or use of an ATM card (if applicable).

STOP PAYMENT ORDERS. Subject to certain limitations, you may order us to stop payment on any check, automated clearing house/pre-authorized electronic funds transfer ("ACH/EFT"), or other item payable from your account, whether drawn or authorized by you or any other account holder, as follows:

(A) Stop Payment against a Check or Other Item. A stop payment request against a check or other item payable from your account will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. A stop payment order against a check or other item payable from your account is effective for six (6) months. A stop payment order against a check or other item payable from your account may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective.

(B) Stop Payment against an ACH/EFT. A stop payment order against an ACH/EFT may be honored if received at least three (3) banking days before the scheduled date of the transfer. If we honor a stop payment request against an ACH/EFT received on or within three (3) banking days of the scheduled transfer, we do so without any liability

or responsibility to any party having any interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization.

All stop payment order requests will require you to provide the date, the amount, and the number of the item or authorization, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item or authorization. Our acceptance of a stop payment order will not constitute a representation that the item or authorization has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on official, certified, cashiers or teller checks, issued by us, or request us to stop payment if we have otherwise become accountable for the item or authorization. In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item or authorization after acceptance of the same by us.

Based upon the type of account ownership that you have designated, the following terms and conditions apply.

INDIVIDUAL ACCOUNTS. An Individual account is an account in the name of one depositor only. Only that person may write checks against the account or withdraw money, regardless of who actually owns the funds.

MULTIPLE-PARTY ACCOUNTS. This section pertains to multiple party accounts:

(A) Joint Account Ownership. An account with two or more account holders is a joint account. Unless you designate otherwise on the signature card, joint account holders will be considered joint tenants with right of survivorship.

(1) Joint Tenants With Right of Survivorship. If your account is a joint account with right of survivorship, upon the death of one of the joint account holders, that person's ownership interest in the account will immediately pass to the other joint account holder(s).

(2) Joint With No Right of Survivorship. If your account is a joint account with no right of survivorship (Joint as Tenants in Common), upon the death of one of the joint account holders, that person's proportionate ownership interest will pass to the estate of the deceased account holder.

Each joint account holder, without the consent of any other account holder, may, and hereby is authorized by every other joint account holder, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to us for any obligation, whether that of one or more account Holders or of a third party; to endorse and deposit checks and other items payable to any joint account holder; to give stop payment orders on any check or item, whether drawn by that account holder or not; to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under

the Standard Overdraft Policy; and, to close the account, with the disbursement of account proceeds as instructed by the joint account holder. Each joint account holder is authorized to act for the other account holder(s) and we may accept orders and instructions regarding the account from any joint account holder. If we believe there to be a dispute between joint account holders or we receive inconsistent instructions from the account holders, we may suspend or close the account, require a court order to act, and/or require that all joint account holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint account holder is fully and personally obligated under the terms of the Agreement including liability for overdrafts and debit balances as set forth above, irrespective of which joint account holder benefited from the withdrawal. If you establish a joint account without the signature of the other joint account holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint account holder(s) listed on our documents. Further, the account is subject to the right of setoff as set forth below.

(B) Totten Trust Account. A Totten Trust account is an informal trust account, reflected on our records, but without a written trust agreement, where the account is owned by the trustee. The beneficiaries have no right to any funds in the account during the trustee's lifetime. As the owner of the account, the trustee may withdraw money from the account and may, by written direction to us, change the beneficiary under the account. When the trustee dies, the account is owned by the named beneficiary or beneficiaries. If the Totten Trust account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the account.

(C) P.O.D. Account. A Payable on Death (P.O.D.) account is an account payable to the account holder during his or her lifetime. As the owner of the account, you may withdraw money from the account and may, by written direction to us, change the P.O.D. payee(s) under the account. When the account holder dies, the account is owned by the P.O.D. payee(s). If the

P.O.D. account is held by more than one person, each account holder will be subject to the rules pertaining to joint account ownership as set forth above. If there is more than one surviving P.O.D. payee, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in the First PREMIER Bank's deposit account records and as allowed by applicable state law. If there is no surviving P.O.D. payee upon the death of the last owner, state law will determine ownership of the funds in the account.

ADDITIONAL ACCOUNT TYPES. This section applies to other deposit account types:

(A) Formal Trust Account. A Formal Trust account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the account, in their individual capacity and jointly and separately, agree to indemnify and hold us harmless from

and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the account.

(B) Uniform Transfer to Minors. If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the account.

(C) Agency Account. An agency account is an account to which funds may be deposited and withdrawals made by an agent designated by the owner of the funds. An agent has full authority with regard to the account but does not have an ownership interest in the account. An agency account is revocable at any time by notifying us in writing. An agency designation may be combined with one of the other forms of account ownership.

(D) Business Accounts. If the account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the account holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the account holder. On any transactions involving the account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the account holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the account, you agree we may place a hold on the account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

(E) Fiduciary Accounts. With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, representative payee accounts, and conservatorship accounts, and any Formal Trust account, Uniform Transfers to Minors Act account, or Agency Account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

(F) Attorney Client Trust. Subject to applicable law, an Attorney Client Trust is an account set up by an attorney or law firm to hold client or third-party funds in trust, separate from the attorneys' or law firms' funds. Upon our request, the authorized signers for an Attorney Client Trust will provide documentation required by applicable

state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement.

(G) Real Estate Broker Client Trust Accounts. Subject to applicable law, a real estate broker may open account(s) to hold client or third-party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity and jointly and separately, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the account. Upon our request, the authorized signer(s) for this type of account will provide to us, any documents required by applicable law and/or real estate professional rules.

ASSIGNABILITY. The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the account be closed and a new account be opened in the name of the transferee or pledgee.

FINANCIAL INSTITUTION LIABILITY. You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your account for items should they become lost in the collection process.

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your accounts (except IRA, HSA, Keogh plan and Trust accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing,

and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all accounts of each account holder.

DORMANT ACCOUNTS. If you have not made a withdrawal from, or a deposit to, your account for 24 months, we have been unable to contact you, your account may be classified by us as dormant. Subject to applicable law, we may charge a dormant account fee on the account, and the account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

ACCOUNT STATEMENTS. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any item that is altered, counterfeit, fraudulent, or unauthorized, or any signature that is forged unless you notify us within thirty (30) calendar days after the statement and the altered counterfeit, fraudulent, or unauthorized or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, that are altered, counterfeit, fraudulent, or unauthorized, or forged by the same wrongdoer unless you notify us within ten (10) calendar days after the statement and first altered counterfeit, fraudulent, or unauthorized or forged items were made available. You must report any other account problem including encoding errors, and errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Fund Transfer Act, within sixty (60) calendar days. If the suspected problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification time frames. See the Substitute Check Policy Disclosure for further information. If you have requested us to hold your account statements, we have the right to mail your statements if you have not claimed them within thirty (30) calendar days. You understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

UNAUTHORIZED ITEMS. You acknowledge that there is a growing risk of losses resulting from unauthorized transactions. We may recommend various fraud prevention practices to reduce your exposure to fraud. If we have expressly recommended that you utilize any of these products or practices and you do not implement the product or practice, or if you fail to utilize the product or practice as intended, we may not be liable for any losses that could have been prevented if you had implemented or utilized the recommended product or practice.

WHOLESALE WIRE AND ACH TRANSACTIONS. With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply

with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

(A) Provisional Payment. Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

(B) Notice of Receipt. We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED. If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

NOTICES. The following terms apply to notices relating to your account.

(A) Notice of Amendments. You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your account. Only one notice will be given in the case of joint account holders. **(B)**

Account Changes. Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

ACCOUNT TERMINATION. You and we agree that either of us may close your account and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address immediately upon account closure. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by

notifying us in writing. When an interest-bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest UNLESS we have told you otherwise. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your account; any account checks are lost or stolen; you have too many transfers from your account; or, any other provision of our Agreement with you is violated. After the account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. In the event that we close your account, we may mail you a Cashier's Check for the applicable remaining account balance. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of South Dakota in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearinghouse rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

SYSTEMS AND SOFTWARE. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

CREDIT VERIFICATION. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the account, reviewing or collecting any account opened for you, or for any other legitimate business purpose. You authorize us to

disclose information about your account to a credit reporting agency if your account was closed because you have abused it.

MISCELLANEOUS PROVISIONS. If you or your account becomes involved in any legal proceedings, your use of the account may be restricted. You agree not to use the account in any illegal activity. We shall be entitled to act upon any legal process served upon us that we reasonably believe to be binding, with no liability to you for doing so. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your account. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your account. It also includes situations where any action taken on your account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment.

If we collect your cellular phone number from you, from another source or as a result of receiving a cellular phone call from you, you expressly consent to receive calls and/or text messages for account related purposes or for collection purposes, even if you incur a cost when we contact you.

OTHER CORRESPONDENCE

You authorize us to contact you about other products and services offered by First PREMIER Bank.

By providing your email address, you agree to receive electronic correspondence and/or advertisements from First PREMIER Bank®.

OTHER ACCOUNT FEES

The following fees apply to all of your deposit accounts with us except Certificates of Deposit:

Return Item Charge:	\$5.00 per item
Service Charge (Dormant Fee):	\$5.00 per month for balances under \$50 starting after 24 months of inactivity
Stop Item Charge:	\$34.00 per item
NSF Fee Charge (Non-sufficient funds):	\$34.00 per item paid or returned, up to a maximum of four per day; if an unpaid item is resubmitted to us for payment, an NSF fee may be charged each time, which may result in multiple NSF fees for the item.
Overdraft Charge (Continuous NSF):	\$5.00 per business day that the account remains overdrawn
First PREMIER Debit Card:	No fee \$30 Card Rush Order Fee for Rush Ordered Debit Cards
Fee for ATM Withdrawal at a Non MoneyPass® ATM:	\$3.00 per transaction
Mastercard Cross Border Fee (Foreign Debit Card Transaction Fee):	3% of Transaction
Overdraft (O/D) Protection Transfer Fee (Line of Credit):	\$12.00 per automatic transfer to a checking account from a Line of Credit
Overdraft (O/D) Protection Transfer Fee (Savings Transfer):	\$12.00 per automatic transfer to a checking account from a savings account

MISCELLANEOUS FEES AND CHARGES
The following fees apply to all of your accounts with us:

Night Depository

Zipper Bags: 10" bag -	\$5.00 per bag
Locking Bags:	\$25.00 per bag

Official Checks

Cashier's Check:	\$5.00 per Check
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Special Handling

Research & Reconciling:	\$25.00 per hour, \$25.00 minimum
Check/Deposit copies:	\$1.00 per copy plus research
Special statement prep:	\$1.00 per page
Levies:	\$40.00
Garnishments:	\$40.00

Wire Transfers

Domestic:	Incoming \$20.00 Outgoing \$25.00
International:	Incoming \$25.00 Outgoing \$55.00

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